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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

DESIRAY DELGADO, on behalf of  
herself and all others similarly situated,

Plaintiff,

v.

RSCR CALIFORNIA, INC., a  
Delaware corporation; and DOES 1  
through 100, inclusive,

Defendants.

Case No. 2:24-cv-07988-SB-AJR

**AGREED PROTECTIVE ORDER**

IT IS HEREBY STIPULATED, by and between the parties to the above-captioned action through their respective counsel of record, that in order to facilitate the exchange of information and documents which may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the parties stipulate as follows:

**1. A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. This Stipulated

Protective Order is intended to comply with the California Medical Information Act (“CMIA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), which provides that a qualified protective order may be issued by a court “with respect to protected health information.” (4.45 C.F.R. § 164.512(e)(1)(v).) Accordingly, the parties hereby stipulate to and jointly petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

**B. GOOD CAUSE STATEMENT**

The parties assert in support of their request that protection of the identified categories of confidential information as listed in Section 2.3 is necessary because this is an employment law action likely to involve personal identifying information of Defendant’s employees, proprietary and/or confidential information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential personal information, information implicating privacy rights of third parties (Defendant’s clients), and/or information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner,

1 and there is good cause why it should not be part of the public record of this case.

2 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**  
3 **SEAL**

4 The parties further acknowledge, as set forth in Section 12.3, below, that this  
5 Stipulated Protective Order does not entitle them to file confidential information under  
6 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
7 standards that will be applied when a party seeks permission from the court to file material  
8 under seal.

9 There is a strong presumption that the public has a right to access to judicial  
10 proceedings and records in civil cases. In connection with non-dispositive motions, good  
11 cause must be shown to support a filing under seal. *See Kamakana v. City and County of*  
12 *Honolulu*, [447 F.3d 1172, 1176 \(9th Cir. 2006\)](#), *Phillips v. Gen. Motors Corp.*, [307 F.3d](#)  
13 [1206, 1210-11 \(9th Cir. 2002\)](#), *Makar-Welbon v. Sony Electronics, Inc.*, [187 F.R.D. 576, 577](#)  
14 [\(E.D. Wis. 1999\)](#) (even stipulated protective orders require good cause showing), and a  
15 specific showing of good cause or compelling reasons with proper evidentiary support and  
16 legal justification, must be made with respect to Protected Material that a party seeks to  
17 file under seal. The parties' mere designation of Disclosure or Discovery Material as  
18 CONFIDENTIAL does not— without the submission of competent evidence by  
19 declaration, establishing that the material sought to be filed under seal qualifies as  
20 confidential, privileged, or otherwise protectable—constitute good cause.

21 Further, if a party requests sealing related to a dispositive motion or trial, then  
22 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
23 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*  
24 *v. Pacific Creditors Ass'n.*, [605 F.3d 665, 677-79 \(9th Cir. 2010\)](#). For each item or type of  
25 information, document, or thing sought to be filed or introduced under seal in connection  
26 with a dispositive motion or trial, the party seeking protection must articulate compelling  
27 reasons, supported by specific facts and legal justification, for the requested sealing order.  
28 Again, competent evidence supporting the application to file documents under seal must

1 be provided by declaration.

2 Any document that is not confidential, privileged, or otherwise protectable in its  
3 entirety will not be filed under seal if the confidential portions can be redacted. If  
4 documents can be redacted, then a redacted version for public viewing, omitting only the  
5 confidential, privileged, or otherwise protectable portions of the document, shall be filed.  
6 Any application that seeks to file documents under seal in their entirety should include an  
7 explanation of why redaction is not feasible.

## 8 **2. DEFINITIONS**

9 **2.1 Action:** this pending federal lawsuit entitled *Desiray Delgado v. RSCR*  
10 *California, Inc., et al*, U.S.D.C. CACD Case No. 2:24-cv-07988-SB-AJR.

11 **2.2 Challenging Party:** a party or non-party that challenges the designation of  
12 information or items under this Order.

13 **2.3 “CONFIDENTIAL” Information or Items:** As used in this Stipulated  
14 Protective Order, “CONFIDENTIAL” Information is defined as information that the  
15 producing party designates in good faith has been previously maintained in a confidential  
16 manner and should be protected from disclosure and use outside the litigation because its  
17 disclosure and use is restricted by statute or could potentially cause harm to the interests of  
18 disclosing party or nonparties. For purposes of this Order, the parties will limit their  
19 designation of “CONFIDENTIAL” Information to the following categories of information  
20 or documents:

- 21 • Identities of Defendant’s clients (individuals with developmental disabilities) and  
22 any records relating to those clients’ care or subject to provisions of the CMIA  
23 and HIPAA.
- 24 • Certain personnel documents that contain confidential information (e.g.  
25 employees’ social security numbers, bank account information, driver’s license  
26 numbers, etc.)
- 27 • Pre- and post-employment medical screening documents
- 28 • Tax returns and other financial records

- Work restriction and/or workers' compensation records
- Proprietary business records
- Trade secrets
- Records maintained in a complaint investigation
- Records whose disclosure is restricted or prohibited by statute

**2.4 Counsel:** Outside Counsel of Record and House Counsel (as well as their support staff).

**2.5 Designating Party:** a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

**2.6 Disclosure or Discovery Material:** all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

**2.7 Expert:** a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

**2.8 House Counsel:** attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

**2.9 Non-Party:** any natural person, partnership, corporation, association or other legal entity not named as a Party to this action.

**2.10 Outside Counsel of Record:** attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, and includes support staff.

**2.11 Party:** any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

**2.12 Producing Party:** a Party or Non-Party that produces Disclosure or Discovery

Material in this Action.

**2.13 Professional Vendors:** persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

**2.14 Protected Material:** any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

**2.15 Receiving Party:** a Party that receives Disclosure or Discovery Material from a Producing Party.

### **3. SCOPE**

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

The parties and all signatories to the Acknowledgment And Agreement To Be Bound attached hereto as Exhibit A agree to be bound by this Stipulated Protective Order pending its approval and entry by the Court. In the event that the Court modifies this Stipulated Protective Order, or in the event that the Court enters a different Protective Order, the Parties agree to be bound by this Stipulated Protective Order until such time as the Court may enter such a different Protective Order. It is the Parties’ intent to be bound by the terms of this Stipulated Protective Order pending its entry so as to allow for immediate production of Protected Materials under the terms herein.

### **4. DURATION**

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial

1 becomes public and will be presumptively available to all members of the public, including  
2 the press, unless compelling reasons supported by specific factual findings to proceed  
3 otherwise are made to the trial judge in advance of the trial. *See Kamakana*, [447 F.3d at](#)  
4 [1180-81](#) (distinguishing “good cause” showing for sealing documents produced in  
5 discovery from “compelling reasons” standard when merits-related documents are part of  
6 court record). Accordingly, the terms of this protective order do not extend beyond the  
7 commencement of the trial.

## 8 **5. DESIGNATING PROTECTED MATERIAL**

### 9 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

10 Each Party or Non-Party that designates information or items for protection under  
11 this Order must take care to limit any such designation to specific material that qualifies  
12 under the appropriate standards. The Designating Party must designate for protection only  
13 those parts of material, documents, items or oral or written communications that qualify so  
14 that other portions of the material, documents, items or communications for which  
15 protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass,  
16 indiscriminate or routinized designations are prohibited. Designations that are shown to be  
17 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
18 encumber the case development process or to impose unnecessary expenses and burdens  
19 on other parties) may expose the Designating Party to sanctions.

20 If it comes to a Designating Party’s attention that information or items that it  
21 designated for protection do not qualify for protection, that Designating Party must  
22 promptly notify all other Parties that it is withdrawing the inapplicable designation.

23 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this  
24 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or  
25 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
26 must be clearly so designated before the material is disclosed or produced.

27 ///

28 ///



Designation in conformity with this Order requires:

(a) for information in documentary form (*e.g.*, paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

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1       **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure  
2 to designate qualified information or items does not, standing alone, waive the Designating  
3 Party's right to secure protection under this Stipulated Protective Order for such material.  
4 Upon timely correction of a designation, the Receiving Party must make reasonable efforts  
5 to assure that the material is treated in accordance with the provisions of this Stipulated  
6 Protective Order.

7       **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8       **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation of  
9 confidentiality at any time that is consistent with the Court's Scheduling Order.

10       **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution  
11 process under Local Rule 37-1 *et seq.*

12       **6.3 Joint Stipulation.** Any challenge submitted to the Court shall be via a joint  
13 stipulation pursuant to Local Rule 37-2.

14       **6.4 Duty.** The burden of persuasion in any such challenge proceeding shall be on the  
15 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
16 harass or impose unnecessary expenses and burdens on other parties) may expose the  
17 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the  
18 confidentiality designation, all parties shall continue to afford the material in question the  
19 level of protection to which it is entitled under the Producing Party's designation until the  
20 Court rules on the challenge.

21       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22       **7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed  
23 or produced by another Party or by a Non-Party in connection with this Action only for  
24 prosecuting, defending or attempting to settle this Action. Such Protected Material may be  
25 disclosed only to the categories of persons and under the conditions described in this Order.  
26 When the Action has been terminated, a Receiving Party must comply with the provisions  
27 of section 13 below (FINAL DISPOSITION).

28       Protected Material must be stored and maintained by a Receiving Party at a location

1 and in a secure manner that ensures that access is limited to the persons authorized under  
2 this Order.

3 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise  
4 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
5 may disclose any information or item designated “CONFIDENTIAL” only to:

6 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
7 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
8 disclose the information for this Action;

9 (b) the officers, directors, and employees (including House Counsel) of the  
10 Receiving Party to whom disclosure is reasonably necessary for this Action;

11 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
12 is reasonably necessary for this Action and who have signed the “Acknowledgment and  
13 Agreement to Be Bound” (Exhibit A); (d) the court and its personnel;

14 (d) court reporters and their staff;

15 (e) professional jury or trial consultants, mock jurors, and Professional Vendors  
16 to whom disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (f) the author or recipient of a document containing the information or a custodian  
19 or other person who otherwise possessed or knew the information;

20 (g) during their depositions, witnesses, and attorneys for witnesses, in the Action  
21 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that  
22 the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted  
23 to keep any confidential information unless they sign the “Acknowledgment and  
24 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or  
25 ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions  
26 that reveal Protected Material may be separately bound by the court reporter and may not  
27 be disclosed to anyone except as permitted under this Stipulated Protective Order; and  
28

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(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided

1 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party  
2 from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to produce  
4 a Non-Party's confidential information in its possession, and the Party is subject to an  
5 agreement with the Non-Party not to produce the Non-Party's confidential information,  
6 then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party that some  
8 or all of the information requested is subject to a confidentiality agreement with a Non-  
9 Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order  
11 in this Action, the relevant discovery request(s), and a reasonably specific description of  
12 the information requested; and

13 (3) make the information requested available for inspection by the Non-Party, if  
14 requested.

15 (c) If the Non-Party fails to seek a protective order from this court within 14 days  
16 of receiving the notice and accompanying information, the Receiving Party may produce  
17 the Non-Party's confidential information responsive to the discovery request. If the Non-  
18 Party timely seeks a protective order, the Receiving Party shall not produce any  
19 information in its possession or control that is subject to the confidentiality agreement with  
20 the Non-Party before a determination by the court. Absent a court order to the contrary, the  
21 Non-Party shall bear the burden and expense of seeking protection in this court of its  
22 Protected Material.

## 23 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the  
27 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
28 unauthorized copies of the Protected Material, (c) inform the person or persons to whom

1 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
2 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
3 attached hereto as Exhibit A.

#### 4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
7 produced material is subject to a claim of privilege or other protection, the obligations of  
8 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
9 This provision is not intended to modify whatever procedure may be established in an e-  
10 discovery order that provides for production without prior privilege review. Pursuant to  
11 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
12 effect of disclosure of a communication or information covered by the attorney-client  
13 privilege or work product protection, the parties may incorporate their agreement in the  
14 stipulated protective order submitted to the court.

#### 15 **12. MISCELLANEOUS**

16 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person  
17 to seek its modification by the Court in the future.

18 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this Protective  
19 Order, no Party waives any right it otherwise would have to object to disclosing or  
20 producing any information or item on any ground not addressed in this Stipulated  
21 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
22 evidence of any of the material covered by this Protective Order.

23 **12.3 Filing Protected Material.** A Party that seeks to file under seal any Protected  
24 Material must comply with Local Civil Rule 79-5. Protected Material may only be filed  
25 under seal pursuant to a court order authorizing the sealing of the specific Protected  
26 Material at issue. If a Party’s request to file Protected Material under seal is denied by the  
27 court, then the Receiving Party may file the information in the public record unless  
28 otherwise instructed by the court.

**13. FINAL DISPOSITION**

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. The Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) all the Protected Material was destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

**14. VIOLATION**

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: December 3, 2024

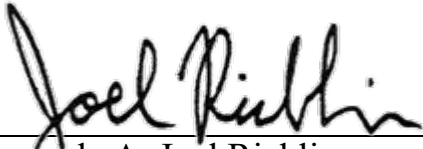
THE NOURMAND LAW FIRM, APC    TUCKER ELLIS LLP

By: /s/ James A. De Sario  
Michael Nourmand  
James A. De Sario  
Attorneys for Plaintiff Desiray Delgado

By: /s/ Alex M. Barfield  
Alex M. Barfield  
Attorneys for Defendant RSCR California, Inc.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 12/04/2024

A handwritten signature in black ink, appearing to read "Joel Richlin". The signature is written in a cursive, flowing style. It is positioned above a horizontal line that serves as a separator between the signature and the printed name below.

Honorable A. Joel Richlin  
United States Magistrate Judge



**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
\_\_\_\_\_, the case of *Desiray Delgado v. RSCR California, Inc., et al.*,  
U.S.D.C. CACD Case No. 2:24-cv-07988-SB-AJR. I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment in the  
nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person or entity  
except in strict compliance with the provisions of this Order. I further agree to submit to  
the jurisdiction of the United States District Court for the Central District of California for  
enforcing the terms of this Stipulated Protective Order, even if such enforcement  
proceedings occur after termination of this action. I hereby appoint  
\_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with this  
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

The undersigned counsel for Defendant hereby certifies that a true and correct copy of the forgoing document was filed with the Court and served electronically through the CM-ECF (Electronic Case Filing) system to all counsel of record to those registered to receive a Notice of Electronic Filing for this case on this 3rd day of December, 2024.

*/s/ Alex M. Barfield*

Alex M. Barfield